

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL
COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY, MISSISSIPPI AND
THE CITY OF DIAMONDHEAD FOR THE COLLECTION OF DELINQUENT TAXES**

WHEREAS, in the desire of both governmental agencies, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, under the authority of Chapter 13, Title 17, Mississippi Code 1972 Annotated, as amended to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to re-enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1 and §17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of such an Agreement is to provide for the collection of delinquent taxes by the Hancock County Chancery Clerk for the City of Diamondhead, the providing for such governmental services, as more specifically set forth in the interlocal agreement, under the terms and conditions set forth therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), that the Mayor is hereby authorized to execute and enter into an Interlocal Agreement Relating to the Collection of Delinquent Taxes with Hancock County, Mississippi for the specified services as therein defined; said Agreement being authorized under the authority of Chapter 13, Title 17, Mississippi Code 1972 Annotated, as amended, and subject to the approval of the Attorney General of the State of Mississippi.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 17th DAY OF September, 2019.

	Aye	Nay	Absent
Mayor Schafer	<u>✓</u>	<u> </u>	<u> </u>
Councilmember Depreo	<u>✓</u>	<u> </u>	<u> </u>
Councilmember Moran	<u>✓</u>	<u> </u>	<u> </u>
Councilmember Morgan	<u>✓</u>	<u> </u>	<u> </u>
Councilmember Koenenn	<u>✓</u>	<u> </u>	<u> </u>
Councilmember L'Ecuyer	<u>✓</u>	<u> </u>	<u> </u>

ATTEST:

Mamie Klein
CITY CLERK

APPROVED:

Thomas Schafer IV
THOMAS SHAFER, IV MAYOR





TIMOTHY A. KELLAR
Hancock County Chancery Clerk

854 Highway 90, Suite B • Bay St. Louis, Mississippi 39520
Phone: 228-467-5404 Fax: 228-466-6236

September 4, 2019

Dear Mayor,

In an effort to keep Delinquent Tax Collection Interlocal Agreements current, we are submitting this to you for your approval. Please sign and return to us as soon as possible, as we are required to submit it to the Attorney General for final approval prior to enactment.

Best regards,

Timothy A. Kellar

Timothy A Kellar

Email: Tim.kellar@co.hancock.ms.us



STATE OF MISSISSIPPI
COUNTY OF HANCOCK

INTERLOCAL AGREEMENT RELATING TO THE COLLECTION OF DELINQUENT
TAXES BETWEEN HANCOCK COUNTY, MISSISSIPPI, AND THE CITY OF
DIAMONDHEAD

WHEREAS, in the desire of both these local government units, under the authority of Chapter 13, Title 17, Mississippi Code of 1972, Annotated, as amended, to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible;

NOW, THEREFORE, IT IS AGREED by and between the City of Diamondhead and the County of Hancock (County) as follows:

1. The Hancock County Chancery Clerk will be responsible for receiving and receipting tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales. The Chancery Clerk shall be paid \$20.00 per parcel for the cost of researching land records for notifying owners and lienors of maturity dates. The Hancock County Chancery Clerk will be responsible for staffing the cooperative undertaking and completion of the services. The City shall be responsible for budgeting and financing the payments to the Chancery Clerk to be made hereunder.
2. The Chancery Clerk shall provide tax redemption services to the City on all property within the City for additional compensation as may be agreed between the Chancery Clerk and the Mayor and Councilmen.
3. This contract will be in effect for an initial term of two (2) years commencing October 1, 2019, and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. Such termination shall be in the form of a written notice to the other party not less than nine (9) months in advance of the date of termination. However, the contract must be approved and spread on the minutes by the elected Board of Supervisors in 2020, when the newly elected Board of Supervisors' term begins. Likewise, this contract must be approved by the newly elected City Council and spread on the City's minutes when the newly elected city council term begins.
4. Amendment to this contract shall take place only by mutual consent of the parties pursuant to Section 17-13-9 (e), Mississippi Code Annotated, as amended, and with Resolutions passed by each governing entity.
5. This Agreement shall be in force and effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972, as amended and filed with the Hancock County Chancery Clerk and Secretary of State.
6. There will be no separate or legal administrative entity created hereby, by the purposes of the Agreement shall be that the governing authorities of the respective governmental entities

shall cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of the City of Diamondhead.

7. The terms and provisions of this Agreement do not require the establishment of a joint Board.

8. It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the City or purchased by the City pursuant to this Agreement shall remain the property of the City. All real and personal property owned or purchased by Hancock County pursuant to this Agreement shall remain the property of Hancock County upon the termination of this Agreement.

9. No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

THIS AGREEMENT is entered into by the governing authorities of the City and the County as the same appears of record in their respective minutes.

CITY OF DIAMONDHEAD, MISSISSIPPI

BY:


MAYOR

HANCOCK COUNTY, MISSISSIPPI

BY:


PRESIDENT, HANCOCK COUNTY BOARD OF SUPERVISORS


HANCOCK COUNTY CHANCERY CLERK